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MINISTRY OF COMMERCE & INDUSTRY

PUBLIC NOTICES

IMPORT TRADE CONTROL

New Delhi, the 18th April 1958

SUBJECT:—Import of machinery under U.S. Export Import Bank Programme.

No. 27-ITC(PN)/58/1075.—The attention of importers is invited to the Ministry of Commerce and Industry Public Notice No. 20-ITC(PN)/58, dated the 18th March, 1958, regarding import of machinery and equipment from the U.S.A. against the Export Import Bank Programme. That Public Notice sets out the procedure for securing Government's approval in principle of the purposes for which import is sought to be made under the programme. On receiving such approval the applicant should follow the procedure indicated below.

(2) Applications for import licences in the form prescribed, and marked 'U.S. Export Import Bank Programme' on the top, should be submitted along with 10 copies of the list of goods desired to be imported, and a copy of the letter of approval of Government (mentioned in para 1) to the following authorities, irrespective of the licensing authority for the item concerned indicated in the I.T.C. Schedule:

	Licensing Authority	To be submitted through
1. Engineering, Chemicals and automobiles industries.	Chief Controller of Imports & Exports, New Delhi	Development Wing, Ministry of Commerce & Industry, Udyog Bhavan, King Edward Road, New Delhi.
2. Cotton Textile Machinery.	Joint Chief Controller of Imports & Exports, Bombay.	Textile Commissioner, Bombay.
3. Coal Mining Machinery.	Joint Chief Controller of Imports & Exports, Calcutta.	Coal Commissioner, Calcutta.

(3) Payment against import licences may be effected by licencees through authorised dealers in foreign exchange in the normal manner. The Government of India will secure reimbursement from the Export Import Bank of the United States of America.

(4) The applications will be processed by the licensing authorities in the normal manner and having regard to the essentiality of the articles proposed to be imported. Thereafter, licences may be issued to the applicants. These licences will be available for cash payment.

(5) Licences issued for import under this programme will be subject to the following conditions:—

- (a) Firm orders must be placed on the suppliers in the U.S.A. within three months from the date of issue of the licences and goods imported within the validity period of the licence stipulated in each case.
- (b) Within a fortnight of the placing of the orders, a report—in triplicate, should be sent to the licensing authority indicated above, supported by the following information/documents:—
 - (i) Name of the Project or Scheme;
 - (ii) Number, date and value of the licence;
 - (iii) Value of the order placed and accepted by the U.S. supplier;
 - (iv) Name and address of the U.S. supplier;
 - (v) General description of the equipment to be imported;
 - (vi) Name and address of the authorised dealer in foreign exchange through whom the payment is to be effected; and
 - (vii) A copy of the order placed on the supplier and of his acceptance.

Any change in the terms of the order should be intimated promptly to the licensing authority.

- (c) The equipment shall be shipped from the U.S.A. in ships registered in the United States of America. The importer shall, as soon as freight has been paid, report to the licensing authority the name of the vessel in which goods have been shipped, the party to whom freight charges have been paid and the amount of the freight.
- (d) The importer shall, as and when insurance is effected on the transport of the goods report to the licensing authority the name and address of the insurer to whom payment has been made and the date and amount of such payment. He shall indicate also whether payment has been made in Indian rupees or in a foreign currency and if the latter, the currency involved.
- (e) The licensee shall supply to the licensing authority concerned a declaration as in Exhibits E. & G. He will obtain from the insurance or re-insurance under-writer, the insurance broker, the freight-forwarder, and the vendor or contractor the declarations in Exhibits A to D duly completed, and shall forward these to the licensing authority concerned.
- (f) The licensee shall forward the declarations mentioned in sub-para (c), (d) and (e) to the licensing authority concerned, within two weeks from the date of shipment of the goods.
- (g) The licensee shall submit receipted invoice of the U.S.A. suppliers showing the c.i.f. value of the goods—if freight and insurance is also arranged with the suppliers; otherwise original receipts of the shippers and/or insurance company should be produced, showing the actual freight/insurance paid in dollars, in addition to the suppliers' receipted invoice.
- (h) All contracts between the imported and the U.S. Exporter, or between the importer and insurers, shippers, etc., shall include a provision to the effect that the declarations notified by the Government of India from time to time to comply with the requirements under the Government's Loan Agreement with the Export Import Bank, shall be duly completed and provided to the importer.

(6) Applications for import licences for a purpose which has been cleared in principle by Government should be submitted to the licensing authority concerned within a month of the date of issue of the letter of clearance.

EXHIBIT A

Export-Import Bank of Washington,

Washington 25, D.C.

RE:—*Loan to Government of India. (Identify insurance or reinsurance contract by names of parties, date and number and import licence).*

Gentlemen,

We have written the contract identified above and we understand that premiums under this contract may be financed or reimbursed in whole or in part under a credit established in favour of Government of India by Export-Import Bank of Washington, an Agency of the United States of America. We hereby represent to you that we have not granted or paid, agreed to grant or pay, or caused to be granted or paid any fees, rebates, discounts, or reinsurance or other commissions or any other types of payments or allowances to any person or other entity (except our regular full-time directors, officers and employees to the extent of their regular remuneration) in connection with writing or obtaining this contract other than a standard broker's commission of not to exceed———per cent. of the amount charged by us pursuant to said contract and other than *(here list payees or beneficiaries of agreements to pay and amounts and purposes for each. If have, please so state).*

(Name and address of insurance
or reinsurance underwriter)

By _____
(Title)

EXHIBIT B

Export-Import Bank of Washington,

Washington 25, D.C.

RE:—*Loan to Government of India. (Identify insurance or reinsurance contract by name of parties, date and number and import licence).*

Gentlemen,

We have assisted in placing the contract identified above and we understand that premiums under this contract may be financed or reimbursed in whole or in part under a credit established in favour of Government of India by Export-Import Bank of Washington, an agency of the United States of America. We hereby represent to you (1) that we have not accepted from, granted or paid to, agreed to accept from, grant or pay to, or caused to be accepted from, granted or paid to any person or other entity (except our regular full-time directors, officers, and employees to the extent of their regular remuneration) any fee, rebates, discounts, reinsurance or other commissions or any other types of payments or allowances in connection with this contract other than a standard broker's commission of not to exceed———per cent. of the amount charged by the underwriter pursuant to said contract, and (2) that we have not granted or paid to, agreed to pay or grant to, or caused

to be granted or paid to any person or other entity other than our regular full-time employees (or the original insured or another established United States broker) any part of said broker's commission.

(Name and address of insurance broker)

By _____

(Title)

EXHIBIT C

Export-Import Bank of Washington,
Washington 25, D. C.

RE:—*Loan to Government of India. (Identify type of transaction covered by invoice and import licence).*

Gentlemen,

We understand that the items and services covered by the attached invoice may be financed or reimbursed in whole or in part under a credit established by Export-Import Bank of Washington, an Agency of the United States of America. We hereby represent to you that we have not granted or paid, agreed to grant or pay, or caused to be granted or paid to any person or other entity (except our regular full-time directors, officers and employees to the extent of their regular remuneration) any payments, allowances or charges in connection with the transaction covered by this invoice other than the payments, allowances or charges itemized in the attached invoice.

(Name and address of freight forwarder)

By _____

(Title)

EXHIBIT D

Export-Import Bank of Washington,
Washington 25, D.C.

RE:—*Loan to Government of India.*

Gentlemen:

We understand that the goods and services covered by the invoice on which this certificate is placed or to which this certificate is attached or to which this certificate relates may be financed in whole or in part under a credit established by Export-Import Bank of Washington, an Agency of the United States of America.

We hereby represent to you (1) that said invoice sets forth in full detail all fees, rebates, discounts, commissions or similar payments made to the purchaser or his representative as named on the face of the invoice; (2) that we have not granted or paid, agreed to grant or pay, or caused to be granted or paid to any person or other entity (except our regular full-time employees to the extent of their regular remuneration) any other fees, rebates, discounts, or commissions or any other types of payments or allowances in connection with the sale, or with obtaining the contract to sell, covered by said invoice except to (a) name..... (Address).....
a bona fide established commercial or selling firm, or to (b)..... (Name)..
....., (Address)....., an agent
regularly employed by us (full details with respect to said funds or agent's

compensation or terms of employment will, upon demand, be disclosed to you); and (3) that the said goods are products of the soil or industry of the United States.

(Name and address of vender or contractor)

By.....

(Title)

EXHIBIT E

*Chief Controller of Imports and Exports, *New Delhi*.

*Joint Chief Controller of Imports & Exports, **Bombay/*Calcutta*.

RE:—*Import Licence No.* *dated*
for.....

Sir,

I/We hereby declare that the net purchase price which I/we have paid or agreed to pay to the U.S.A. suppliers for each item of equipment, machinery, services etc. against the above licence is as set forth in the enclosed receipted invoice of the suppliers, and that such amount reflects all fees, rebates, discounts, allowances, charges, or other payments paid or to be paid or received or to be received by me/us in connection with the purchase of each item.

Place.....

Date.....

Signature

Name in Block Letters.....

Designation

Address

This declaration should be signed by the Proprietor, Partner or Managing Director of the licensee firm or by any person duly authorised to sign any legal declaration on behalf of the firm. The position held by the person (s) signing this declaration should be clearly stated.

*Strike out whichever is not relevant.

EXHIBIT G

*Chief Controller of Imports and Exports, *New Delhi*.

*Joint Chief Controller of Imports & Exports, **Bombay/*Calcutta*.

RE:—*Import Licence No.*..... *date*.....
for.....

Sir,

I/We hereby declare that, except to the extent previously reported in my/our any previous Exhibit 'G' declaration dated under this licence, I/we have not paid, agreed to pay or caused to be paid to any person or other entity (except our regular full-time directors, officers and employees to the extent of their regular remuneration) any commission, fee or other payment in connection with my/our application for securing Government's approval in principle, of the purposes for which import is sought to be made under the Export-Import Bank Programme, or application for the import licence or operation of the above licence, except compensation as stated below for *bona fide* professional, technical, or other comparable services incident to

presenting the merits of our application (s) or to the operation of the above licence (if none, please so state).

Payee or		Nature of	
Intended Payee.	Address.	Service.	Amount.

There is attached hereto a statement of each above named payee and intended payee verifying the amount stated opposite his name together with his agreement to accept such reduction therein as may be necessary to make such amount satisfactory to the Government.

Place.....

Date.....

Signature
 Name in Block Letters.....
 Designation
 Address

This declaration should be signed by the Proprietor, Partner or Managing Director of the licensee firm or by any person duly authorised to sign any legal declaration on behalf of the firm. The position held by the person (s) signing this declaration should be clearly stated.

*Strike out whichever is not relevant.

K. B. LALL, Joint Secy.

IMPORT TRADE CONTROL

New Delhi, the 18th April 1958

SUBJECT:—*Last date for submission of applications from firms which have undergone changes in constitution.*

No. 29-ITC(PN)/58/1075.—At present firms which have undergone changes in constitution cannot put in their applications for quota licences till they obtain in their favour transfer of quota rights standing in the name of the original firm. It has now been decided that firms which have undergone changes in constitution should, in their own interest and to avoid disappointment also submit their applications to the licensing authorities concerned within the prescribed dates making a cross reference to the applications made by them for sanction to transfer of quota rights.

The concluding sub-para of paragraph 13 of Section 1 in the Red Book on the Import Trade Control Policy for the period April–September, 1958 should therefore be deemed to have been substituted by the following:

“Firms which have undergone change in constitution should also submit their applications for quota Licences by the prescribed date (s) making a cross reference to their application for transfer of quota rights. In such cases applications for licences will, however, be considered only after orders on their cases regarding transfer of quota rights are passed”.

S. N. BILGRAMI, Jt. Secy.